

VERIFIED TESTIMONY
OF
RUSSELL W. MURRAY

TELECOMMUNICATIONS DIVISION
ILLINOIS COMMERCE COMMISSION

INTRADO, INC. and VERIZON NORTH, INC and VERIZON, SOUTH INC.
DOCKET NO. 01-0519

September 4, 2001

1 Q. Please state your name and business address.

2

3 A. My name is Russell W. Murray and my business address is 527 East Capitol
4 Avenue, Springfield, Illinois 62794-9280.

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6 Q. By whom are you employed and in what capacity?

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8 A. I am employed by the Illinois Commerce Commission as an Utility Analyst in the
9 Telecommunications Division.

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11 Q. Please describe your professional background.

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13 A. I have 30 years of work experience, in various positions, with GTE/Verizon. I
14 began my career with GTE of Illinois in 1970 as a Central Office Equipment
15 Installer in Belvidere, Illinois. As an Equipment Installer I installed Electrical
16 Mechanical switching equipment, Special Service Equipment and Transmission
17 Equipment in GTE Central Offices in Northern Illinois. In 1976 I became a
18 Switching Technician in New Milford, Illinois. In that capacity I conducted routine
19 maintenance and repair of Electrical Mechanical and the newer #2EAX electronic
20 switches, as well as maintenance and repair of various PABX switching
21 equipment. I also worked on customer related trouble. In 1984 I transferred from
22 Belvidere, Illinois to Bloomington, Illinois to work in the Switching Services
23 Operations Center (SSOC). There I provided technical support to the local

Switching Technicians who worked on the #2EAX and GTD5 electronic switches. I also assisted the local technicians in performing the software upgrades called System Version Releases. The SSOC not only provided first line support but also was the alarm-monitoring center as well as call out center for Illinois during off hours. SSOC personnel, of whom I was one, were on call seven days per week, twenty-four hours per day. In 1987 I become an Instructor for GTE North, located in Bloomington, Illinois. In that capacity, I instructed Management and Craft personnel on various technical and operational characteristics of the GTD5 electronic switch. In 1990 I returned to the Technical Support group. Again, I was responsible for providing technical support not only to the Local Technicians but also to the groups own Support Technicians. I also provided technical support and undertook Test Engineering functions for the GTE's Equipment Installation group. In addition, I was responsible for undertaking office conversions on several 5ESS switches throughout Illinois. I helped develop and train the Local Technicians on ADSL Testing in GTE North and provided technical support for the ATM network. Further, I have worked on Local Number Portability and helped to develop the Fiber Restoration Procedures for GTE North.

Q. What is the purpose of your testimony in this proceeding?

A. My testimony will explain Staff's position Arbitration Issue 3 – Points of Interconnection ("POI") and the Trunk Types. This issue has been based on

differences in language in Section 2 of Intrado and Verizon's separate versions of a proposed interconnection agreement.

Q. What is the difference between Verizon's language and Intrado's position?

A. As of August 28, 2001, Verizon included in its version of the Interconnection Agreement, under the heading "Interconnection Attachment," the following sections and subsections: Section 2 Methods for Interconnection and Trunk Types; Part 2.1 Methods of Interconnection; subsection 2.1.4 methods of interconnection to be established at the Intrado POI. According to Verizon's Answer filed in this proceeding, the language in subsection 2.1.4 supports Verizon's position that it needs to "establish minimum points at which it can connect with Intrado's network. (Answer at 24.) In Verizon's Issues Matrix, at page 4, Verizon asserts that it is still attempting to determine if a Verizon end user will be contacting an Intrado end user. Verizon feels that if this is the case, then Verizon should be allowed to interconnect with the Intrado POI.

In the Issues Matrix provided by Intrado, at pages 3 - 4, Intrado states an objection to the proposed language "because it is not consistent with the Act or relevant FCC orders." Intrado further asserts that Section 251(c)(2) of the Federal Telecommunications Act of 1996 (TA 96) imposes interconnection obligations only on ILECs, and not on CLECs.

69 **Q. What is Staff's position on Section 2 – Points of Interconnection ("POI")**
70 **and the Trunk Type?**

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72 A. Staff agrees that Section 251(c)(2) of TA 96 provides for the Incumbent Local
73 Exchange Carrier, not the Competitive Local Exchange Carrier, to provide the
74 interconnection access. Staff feels that Verizon should remove subsection 2.1.4
75 -- calling for Verizon to connect at the Intrado POIs -- in its entirety. Verizon's
76 subsections 2.1.3.1 through 2.1.3.3 and Intrado's subsections 2.1.2.1 through
77 2.1.2.3 are consistent with each other's interconnection agreements; therefore,
78 Staff does not have a problem with those subsections.

79
80 **Q. Do you have any further comment to make regarding Verizon's proposed**
81 **subsection 2.1.4?**

82 A. Yes. Subsequent to receiving the documents referred to above, Staff received
83 from Verizon a different version of Verizon's draft interconnection agreement.
84 This draft was received on September 4, 2001. (The draft itself does not appear
85 to be dated.) This draft no longer contains the subsection 2.1.4 (under the
86 heading "Interconnection Attachment") discussed above. It is unclear at this
87 point, however, as to whether this indicates the issue has been resolved. If the
88 issue is still open, then Staff's position remains unchanged.

89
90 **Q. Does conclude your testimony?**

91

92 A. Yes, it does.